

Mn/DOT Contract No.: 98274

OET No.: 2731

Admin No.: 25205

**IT Professional Technical Services  
Master Contract Program  
# 902TS  
Statement of Work (SOW)  
For Technology Services  
Issued by**

**Minnesota Department of Transportation (Mn/DOT)**

**Project Title:** **BMC Remedy Information Technology (IT) Technical Support Staff Augmentation**

**Service Categories:**

- **Desktop Application (design and development)**
- **Server Application (design and development)**
- **Testing**

**1. Business Need**

Mn/DOT's Office of Information and Technology Services (OI&TS) has implemented four BMC Remedy Modules, (Incident Management, Asset Management, Change Management, and Configuration Management).

The Selected Responder will provide on-going technical support and development enhancements and may be asked to support technical needs for development projects for the BMC Remedy Application. The primary goals for this contract will be met by:

- Resolving escalated customer issues/problems
- Handling regular maintenance of the application
- Designing, implementing and supporting scheduled upgrades/releases
- Designing, implementing and supporting approved/prioritized changes
- Maintain a documented partnership agreement with BMC
- A demonstrated ongoing an effective relationship with BMC
- Providing technical support for development projects

- 1.1 The business and functional need is to provide quality customer services to all Remedy users. The goal is to minimize down time for business staff and to provide functional IT tools needed by the Mn/DOT's business areas. In order to achieve this goal Mn/DOT has a need for advanced/on-going technical support that includes knowledge and skills transfer for the new Mn/DOT Remedy Administrator.
- 1.2 BMC Remedy 7.5 has been in production since January 2011. There are four modules in production: Incident Management productions date was January 2011, Change Management production date was January 2011, Asset Management production date was February 2011, and Configuration Management production date was March 2011. Custom workflow was designed for 2 of the modules by a contractor. This custom workflow meets the Department of Administration requirements for IT equipment disposal and acquisition.
- 1.3 BMC Remedy provides the following business benefits/values. Improved effectiveness in responding to customer requests and incidents by: effective tracking and reporting on response to customer needs; complete records of IT hardware assets; and asset reporting and tracking for

management, auditing and budgeting. Greatly improved ability to manage and access risks for all IT changes without those changes impacting business or in other words disruption to business activities.

- 1.4 This project fits into the enterprise/agency strategic direction or plan by helping to “Make Mn/DOT Operate Better”, by improving IT efficiency and responsiveness/service to customers.
- 1.5 The Selected Responder will be required to work on site at Mn/DOT’s central office in St. Paul, MN for the majority of the time. Some work may be able to be done off site at the Selected Responder’s office following Mn/DOT security and data practices policies if approved by Mn/DOT. Customers with whom the Selected Responder may interact by phone, email and video conferencing may be located throughout the state.

## **2. Project Duties and Deliverables**

The Contractor will perform the tasks and provide the project deliverables detailed in this section.

- 2.1 Follow all technical specifications and processes identified in this work order contract.
- 2.2 Assign at least one person to satisfy this work order contract. Staff person will be generally expected to work 1-3 days for the duration of the contract not to exceed 20 hours per week. Depending on workload there may be a need to make minor adjustments some weeks. However total hours for the work order contract will remain the same.
- 2.3 Maintain sufficient resources (staff) to stay on schedule, support change management incidents. Change management staff should be available for potential meetings with Mn/DOT staff.
- 2.4 Provide informal training and knowledge and skills transfer to key State staff.
- 2.5 Adhere to the State’s testing and acceptance criteria.
- 2.6 Submit a best practice work plan/schedule, and estimated durations to complete each deliverable as requested by the State’s Project Manager.
- 2.7 Report all work plans and completed requirements to the State’s Project Manager using BMC Remedy tickets and summaries of work done on each ticket (provided with each invoice).
- 2.8 Update tickets assigned as work on the ticket progresses. Invoices from the Contractor must be accompanied by a complete matrix of work performed by ticket number
- 2.9 Perform unit and integration testing as appropriate.
- 2.10 Thoroughly test and track all defects using Remedy and/or JIRA as assigned.
- 2.11 Provide a 2 year warranty against defects, and correct any defects found within the warranty period.
- 2.12 Adhere to Mn/DOT’s Project Documentation.
- 2.13 Ensure that the Project Manager assigned is accountable for: Estimating the hours and appraising the state of risks that could affect the estimate. Accurately forecasting required hours for deliverables and bringing to the State’s attention if required hours for deliverables need to be revised to meet project deliverables.
- 2.14 Follow the established change management process for BMC Remedy change requests. Mn/DOT’s Project Manager will provide the change management process to follow.
- 2.15 Respond to customer incident tickets escalated for resolution on an on-going basis.
- 2.16 Provide support in design and implementation of assigned enhancements/changes to the Remedy modules, participate on requirement planning of those enhancements/changes providing BMC Remedy expertise, and participate and provide IT support as assigned for development projects.
- 2.17 Provide documentation for any change or project work as assigned in addition to documentation required in tickets assigned.
- 2.18 Perform routine tasks on a weekly basis. Routine tasks are identified in this section. Specific work assignments under this Contract will be made using “BMC Remedy Tickets” and will need to be approved by Mn/DOT’s Project Manager. If the Selected Responder receives request for services from other Mn/DOT personnel, the Selected Responder will request authorization from the Mn/DOT Project Manager prior to performing the work. Any work undertaken by the Selected

Responder without proper authorization as specified in this clause will be considered unauthorized and undertaken at risk of non-payment.

2.19 Routine tasks for BMC Remedy may include (but are not limited to) the following:

- Installation and Post-Installation follow-up for service upgrades for the Remedy Application
- Perform assigned tasks relating to Common Subsystem and Modules for the Remedy Application
  - Regularly use and maintain Data Management Tools to for example assist in updating data
  - Complete categorization modifications (operational categories/product categories) as assigned
- Complete assigned tasks using Service Desk Advanced Options and Access Control for example (pre-defined Implicit Groups, Configuring Row Level Access, Dynamic and Computed Groups, Maintaining Applications, Importing and Exporting Server Objects)
- Configure Remedy Modules as assigned:
  - Incident Mgmt, Change Mgmt, Asset Mgmt, Configuration Mgmt
  - Future modules may include: Problem Mgmt, Service Level Mgmt, or others
- Create custom mappings with approval workflow design included for example (approval configurations, approval process, approval mappings, configuring advanced options) as assigned
- Use the advanced features of the Administration Console appropriately as assigned to do for example: Remedy internal configurations and server information form.
- Provide architecture expertise as required for change requests, new projects, problem resolution, etc.
- Technical knowledge and skills transfer to the Mn/DOT Remedy Administrator in the Access Control features of the AR System including but not limited to: Multi-Tiered Access Control, Creating Groups, Creating Operational Categories, Adding Users, Licenses in AR System, Configuring the Password Policy, Working with Implicit Group.
- Configure and maintain Centralized Preference settings on Preference Server as assigned
- Maintain Mid Tier by using the Mid Tier configuration tool and other tools. Knowledge and skills transfer to the Mn/DOT Remedy Administrator in how to maintain the Mid Tier Configuration and how to use the Mid Tier configuration tool.
- Maintain Requestor Console configurations and skills transfer to the Mn/DOT Remedy Administrator in how to do this maintenance
- Troubleshoot environment issues by leveraging the migrator tool to compare environments. Provide detailed reports on environments based on the workflow between environments.
- Troubleshoot AR related errors leveraging Developer Studio
- Complete Performance tuning to include AR System Performance Optimization and AR System Server Logs, The Filter Logging Process, and Using Server Statistics, Form and Application Statistics including Server Event Forms.
- Create, Administer, enhance Forms and Fields (regular forms, display forms, join forms, designing forms, understanding field types, archiving and auditing forms, and defining form views) as assigned.
- Complete work as assigned relating to Advanced Fields (Table Fields, Result List, Alert List, Attachment Fields) as assigned
- Create workflow as assigned that includes: Active links (creating and understanding use and explaining/documenting actions), Filters (execution on conditions for filters), Escalations, Indexes and when to use Indexing.

**3. Project Milestones and Schedule**

3.1 Project start date: July 1, 2011

3.2 Key deliverable dates: Upon Execution of Contract

Tasks	Date	Deliverables
Respond to escalated tickets for BMC Remedy	On-going	Tickets resolved appropriately
Routing backup verification for BMC Remedy database	Weekly (actual day and time to be determined)	Back up issues are identified and appropriate staff notified to resolve issues
Routine monitoring of health of application server	Daily	Application server issues are identified and appropriate staff notified to resolve issues
Application down response	As needed	Immediate communication; support as needed to resolve, provide a summary report and resolution to avoid future/similar problems
Assisting with test cases for release testing (functional, integration, etc. test cases)	As tickets/assignments require	Accurate information provided in format required
Attend change management preparation meetings related to BMC Remedy	Every other week and/or as needed and assigned	Prepared for each meeting and participate positively during meeting
Create plans for change implementations for BMC Remedy	As assigned	Using Microsoft (MS) project or other assigned tools document plan and review with appropriate staff for approval
Test and implement changes for BMC Remedy	As assigned	Changes implemented in production have been tested appropriately and work for customers when placed in production
Assist with development projects	As assigned	Tasks assigned are completed on time and are quality work
Provide architectural expertise, skills, and recommendations for change design, project design, and ongoing problem resolution.	As assigned	Documented architectural options and recommendations including pictures, diagrams, and written explanations.
Provide technical expertise and advice related to BMC Remedy as requested	As assigned – but likely to be needed for testing, installations, documentation, and as problems occur	Tasks assigned are completed on time and advise/recommendations are submitted writing and are quality work
Knowledge and skills transfer to Remedy Administrator and other staff for anticipated incidents/issues/requests	On-going	Documentation up to date; mentoring sessions planned routinely and executed throughout the contract on an agreed to schedule
Report progress on assignments	Daily – tickets; Weekly – report to include tickets and hours spent on tickets	
Develop if needed and/or	As assigned	Documentation is available and up to

maintain Remedy documentation		date
Design and implement a Release process for Remedy changes	As assigned	

3.3 End date: September 30, 2013

#### 4. Project Environment (Mn/DOT Resources)

4.1 Mn/DOT will provide technical and business resources to assist with the project as follows:

- 4.1.1 Approximately two IT staff and small amounts of time from committee business staff to assist with the project, on an as needed basis.
- 4.1.2 Mn/DOT's Project Manager will be Karen Duden. For all inquiries regarding this SOW contact the contract administrator Melissa McGinnis at 651-366-4644. Contact with any other Mn/DOT personnel regarding this SOW may result in disqualification.
- 4.1.3 The basic project organizational structure consists of the contractor reporting to the project manager for this project. The Mn/DOT technical support staff also reports to this project manager.
- 4.1.4 Mn/DOT Staff Proficiency Levels and Experience relevant to the project. The Remedy Administrator and back up is a new role and they have both received BMC Remedy Administration training and have approximately 1 year of experience. Reporting from the Remedy tool will be developed by Mn/DOT staff who have expertise with reporting tools but limited experience with Remedy. On an as needed basis time can be requested from Mn/DOT staff in the areas of database and application management.

4.2 The technical infrastructure and support structures currently in place or expected to be in place for this project include:

- Remedy Architectural diagram (Appendix A)
- User Support Model (Appendix B)
- Change Management Support Model (Appendix C)

#### 5. Project Requirements/Responsibilities Expected of the Selected Vendor.

The Selected Responder will adhere to the following:

- 5.1 Compliance with the Statewide Enterprise Architecture
- 5.2 Compliance with Statewide Project Management Methodology
- 5.3 Compliance with applicable industry/agency standards
- 5.4 Mn/DOT locations where the system might be implemented include Remedy is being used for Incident Management and Asset Management at approximately is about 20 locations.
- 5.5 Training of Mn/DOT staff includes the two IT support staff assigned to Remedy have received BMC Administration training. Remedy users have been/will be trained by Mn/DOT staff.
- 5.6 Maintain all customizations already in place at Mn/DOT and any future customizations are documented and supported.
- 5.7 Product Warranty: At Mn/DOT's request the Selected Responder will create warranted modifications according to specification agreed through the Remedy change management process. Once Mn/DOT has accepted the modifications per a Mn/DOT and Selected Responder approved acceptance process, the Selected Responder agrees to ensure that the completed and accepted modifications work error-free in the Remedy application, this includes custom workflow, customizations to ARS, customizations to CMDb, and customizations to ITSM. Further, the Selected Responder agrees that if bugs/errors are detected within the modification within six months of Mn/DOT acceptance of a modification that the Selected Responder will fix the bug/error at no charge to Mn/DOT. The Selected Responder agrees to maintain adequate documentation of

modifications so that those modifications could be maintained/upgraded in the future by another provider or an internal Mn/DOT resource.

**6. Required Skills (These are to be rated on a pass/fail basis)**

Required minimum qualifications are shown in the following table. The proposal must specifically indicate how members of the Responder's team meet these minimum qualifications. This portion of the proposal review will be conducted on a pass/fail basis. If Mn/DOT determines, in its sole discretion, that the Responder fails to meet one or more of these requirements (or that the Responder has not submitted sufficient information to make the pass/fail determination), then the proposal will be eliminated from further review.

	Minimum Number of Years Experience	Required Skill Type
6.1	3 years	<i>Knowledge and experience with Developer Studio</i> Lead technical skills in completing customizations, and moving those customizations into production in the most current version of the product and up to 1 previous.
6.2	3 years	<i>Mid Tier Configuration</i> Experience in maintaining and troubleshooting using the Mid Tier Configuration tool. Extensive knowledge, lead technical skills, and documentation of production experience in the following Remedy consoles: BMC Remedy Administration Console, BMC Remedy Incident Management Console, BMC Remedy Asset Management Console, BMC Remedy Change Management Console, and BMC Remedy Configuration Management Console Version 7.x including installation, support, and maintenance.
6.3	3 years	<i>BMC Remedy Data Management</i> Experience using, troubleshooting and supporting BMC Remedy database tools in an Oracle environment
6.4	3 years	<i>BMC Remedy Client</i> Experience in maintaining and troubleshooting BMC Remedy Client Version 7.x and. Extensive knowledge, lead technical skills and documentation of production experience in the following Remedy consoles: BMC Remedy Administration Console, BMC Remedy Incident Management Console, BMC Remedy Asset Management Console, BMC Remedy Change Management Console, and BMC Remedy Configuration Management Console including installation, support, maintenance, and problem resolution.
6.5	3 years	<i>BMC Remedy 7.x formally trained and/or certified</i> Must provide completed training certificates or certifications
6.6	3 years	<i>BMC Remedy Module Configurations</i> Senior (advanced) experience creating supporting customizations for all BMC Remedy Modules above
6.7	2 years	<i>BMC Requestor Console Configuration</i> Experience with establishing and configuring requestor console in versions 7.5 or higher
6.8	2 years	<i>BMC Customer Liaison</i> Extensive experience serving as the liaison between your

		customer and BMC.
6.9	3 years	<i>Architectural design</i> Experience with design, implementation and customization of BMC Remedy for example; Operational Categories, Product Categories, CI design and data modeling.
6.10	3 years	<i>BMC Remedy usage</i> Experience using BMC Remedy in daily work, for example for Incident or for asset.
6.11	2 years	<i>BMC Remedy Reports</i> Experience using, modifying, customizing the BMC Remedy out of the box reports. This includes defining selection criteria, providing report expertise when creating and modifying BMC Remedy reports
6.12	3 years	<i>Application Integration Engine</i> Lead Technical Skills and experience in configuring and the use of Application Integration Engine (AIE) (Version 7.x)
6.13	2 years	<i>BMC knowledge and skills transfer experience</i> Provide detailed example of successful knowledge and skills transfer
6.14	2 years	<i>Technical Documentation</i> Provide previously developed system /customization documentation

## 7. Desired Skills

Mn/DOT desires a project team with the skills shown in the table below. The extent to which the Responder meets or exceeds the desired skills will be included as part of the qualitative evaluation of the proposal.

	Number of Years Experience	Required Skill Type
7.1	ANY	<i>Strong Communication Skills</i> Written and verbal
7.2	ANY	<i>Project Management Skills</i> Experience in leading medium size technical projects relating to application customization, change, etc.
7.3	ANY	<i>Planning Skills</i> Accurate forecasting of WBS

## 8. Process Schedule

8.1	Deadline for Questions	04/22/2011 2:00 PM Central Daylight Time
8.2	Posted Response to Questions	04/26/2011 2:00 PM Central Daylight Time
8.3	Proposals due	05/02/2011 2:00 PM Central Daylight Time
8.4	Anticipated proposal evaluation begins	05/03/2011
8.5	Anticipated proposal evaluation & decision	05/20/2011

## 9. Questions

All questions regarding this SOW must be addressed to the Mn/DOT Contract Administrator listed below. Proposers may not discuss the content of this SOW with other Mn/DOT staff. Any questions regarding this SOW must be received via e-mail by 04/22/2011, 2:00PM Central Daylight Time.

Melissa McGinnis  
melissa.mcginis@state.mn.us

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology's web site by 04/26/2011, by approximately 2:00pm Central Daylight Time ([www.oet.state.mn.us](http://www.oet.state.mn.us)). Note that questions may be posted verbatim as submitted.

#### 10. Liability for Work Performed

In the performance of this contract by Contractor, or Contractor's agents or employees, the Contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

The "Standard Liability Clause" (see above) will apply to this project and will be incorporated into the work order issued for this project. No exceptions to, or deviations from, this clause will be permitted. Do not submit a proposal if you cannot accept this liability clause. Proposals which the State determines, in its sole discretion, indicate non-acceptance of this liability clause, will be rejected by the State.

#### 11. SOW Evaluation Process

Mn/DOT representatives will evaluate proposals received by the deadline. Proposals will be evaluated on a "Best Value" basis of 70% qualifications and 30% cost considerations. The review committee will not open the cost proposals until after the qualifications points have been awarded.

The selection process being used for this project involves a three step process. Step one will include the pass/fail assessment and a qualitative evaluation of Contractors' technical proposal. Step Two will be an interview of two or more Responders who received the top scores in step one. Step Two may be eliminated at Mn/DOT's discretion based on the results of the step one's evaluations. Step three will be an analysis of the cost proposal.

Mn/DOT will review proposals according to the following criteria:

•	Company background and expertise	5%
•	Proposed work plan, including the apparent ability to complete project on time and on budget.	10%
•	Experience of personnel assigned to this project	25%
•	Extent to which personnel assigned to this project meet the Desired Skills	10%
•	References or previous performance reviews	5%
•	Interviews	15%
•	Cost	30%



Mn/DOT reserves the right to check references and to review previous performance reviews for work performed for Mn/DOT or other state agencies, and to take such references and reviews into account for consultant selection purposes.

The following contains additional information describing the proposal evaluation process:

### Step One

In step one the proposals will first be reviewed to verify whether the proposer meets the “Required Skills” (see section six). Proposals receiving a “fail” on one or more of the required skills will not be reviewed further. Proposals which pass the Required Skills review will then be scored on the non-cost and non-interview factors listed above.

### Step Two

The two (or more, at Mn/DOT’s discretion) proposers receiving the highest score in step one may be required to participate in a structured interview. The interview will be approximately one hour in length and consist of structured interview questions prepared by Mn/DOT. Mn/DOT will designate the number and type of Proposer team members to attend the interview. The interview will be 10 points of the total evaluation. Mn/DOT reserves the rights to eliminate Step Two interviews if in the judgment of Mn/DOT selection committee, additional questions are not required. If, after completion of step one, Mn/DOT decides not to require interviews, then the 10 points will not be utilized and the selection will be based on a 90 point scale.

It is anticipated that interviews will be conducted during the week of 05/16/2011 so please plan accordingly. Interview questions will be available to the Proposers 15 minutes prior to the interview. The proposer will be responsible for its own interview costs.

### Step Three

Cost proposal will be evaluated and scored in accordance with the percentage listed above. Cost will not be revealed to selection committee members until after the technical scoring (and interviews, if any) has been completed.

## 12. Response Requirements

- 12.1 Introduction.
- 12.2 Company overview.
- 12.3 Project overview.
- 12.4 Detailed response to “Mn/DOT Project Requirements”.
  - 12.4.1 Description of the responder’s understanding of the need and explanation of their proposed solution.
  - 12.4.2 Explain how the project will meet the requirements.
  - 12.4.3 For each “response,” responder would need to explain if their solution already includes the business/project requirements or would the solution have to be modified.
  - 12.4.4 Include description of software/hardware configuration.
- 12.5 Detailed response to “Project Approach”.
  - Explain how the responder will approach their participation in the project. This includes:
    - 12.5.1 Organization and staffing. Include staff qualifications in a chart AND resumes or other manner that will allow Mn/DOT to easily determine if assigned key staff meets the required skills and the extent to which assigned staff meet or exceed the desired skills. **YOUR RESUMES MUST CLEARLY INDICATE THE REQUIRED/DESIRED SKILLS IDENTIFIED IN THE CHART YOU PROVIDE.**

Required Skill type	Personnel/ Years	Project(s) worked	Reference (name,
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	<b>of Experience</b>	<b>on demonstrating these skills</b>	<b>company, phone number)</b>

- 12.5.2 Work-plan, including a realistic plan to meet the projects target completion date.
- 12.5.3 Contract/change management procedures.
- 12.5.4 Project management (e.g. quality management, risk assessment/management, etc.).
- 12.5.5 Documentation of progress such as status reports.
- 12.6 References: Provide three clients for similar type projects.
- 12.7 Conflict of interest statement as it relates to this service
- 12.8 Submit a cost proposal in a separate sealed envelope. Submit a cost proposal in a separate sealed envelope. Rates proposed may not exceed the rates approved under this program. Cost proposal must include the classifications of personnel and the personnel hourly rates.
- 12.9 Required forms to be returned or additional provisions that must be included in proposal

**12.9.1 Conflict of Interest Form**

Proposer must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The proposer warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a proposer is unable or potentially unable to render impartial assistance or advice to Mn/DOT, or the proposer's objectivity in performing the contract work is or might be otherwise impaired, or the proposer has an unfair competitive advantage. The proposer agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to Mn/DOT which must include a description of the action which the proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, Mn/DOT may, at its discretion, cancel the contract. In the event the proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to Mn/DOT, Mn/DOT may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve Mn/DOT's rights. Proposers must complete the attached "Conflict of Interest Checklist and Disclosure Form" and submit it along with the response, but not as a part of the response.

**12.9.2 Affidavit of non-collusion**

Proposers must complete the attached "Affidavit of Noncollusion" and include it with the response. The successful proposer will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the Contract.

**12.9.3 Certification Regarding Lobbying**

Federal money may be used to pay for all or part of the work under the Contract, therefore the responder must complete the attached Certification Regarding Lobbying and submit it as part of its proposal.

**12.9.4 Affirmative Action Certification**

For all Contracts estimated to be in excess of \$100,000.00, responders are required to complete the attached "Affirmative Action Certification" page and include it with the response.

**12.9.5 Veteran-Owned/Service-Disabled Veteran-Owned Preference Forms.**

Proposers must complete and submit this form if claiming preference as a qualified proposer.

**14. Proposal Submission Instructions**

Submit 7 copies of the response. Responses are to be submitted in a mailing envelope or package, clearly marked "Proposal" on the outside. Cost proposals are to be submitted in a separate sealed envelope. An authorized member of the firm must sign each copy of the response in ink.

All responses must be sent to:

**Melissa McGinnis, Contract Administrator  
Minnesota Department of Transportation  
Consultant Services Section  
395 John Ireland Boulevard  
St. Paul, Minnesota 55155**

All responses must be received not later than 2:00 p.m. Central Daylight Time on May 2, 2011, as indicated by the time stamp made by the Contract Administrator. **Please note that Mn/DOT Offices have implemented security measures.** These procedures do not allow non-Mn/DOT employees to have access to the elevators or the stairs. You should plan enough time and follow these instructions for drop-off:

- Enter through the Rice Street side of the Central Office building (1<sup>st</sup> Floor).
- Once you enter through the doors, you should proceed to the first floor Information Desk.
- **Proposals are accepted at the first floor Information Desk only.** The receptionist will call the Contract Administrator to come down and to time stamp the proposal. Please keep in mind Mn/DOT is very strict on the proposal deadline. Proposals will not be accepted after 2:00pm.

**15. General Requirements**

**15.1 Proposal Contents**

By submission of a proposal, Proposer warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the proposer to suspension or debarment proceedings and other remedies available at law.

**15.2 Disposition of Responses**

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected Proposer. If the Proposer submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Proposer must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and

hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

Mn/DOT will not consider the prices submitted by the Proposer to be proprietary or trade secret materials.

16. **No State Obligation**

Issuance of this Statement of Work does not obligate Mn/DOT to award a contract or complete the assignment, and Mn/DOT reserves the right to cancel this solicitation if it is considered to be in its best interest. Mn/DOT reserves the right to reject any and all proposals.

17. **Veteran-owned/Service Disabled Veteran-Owned Preference**

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

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Appendix A

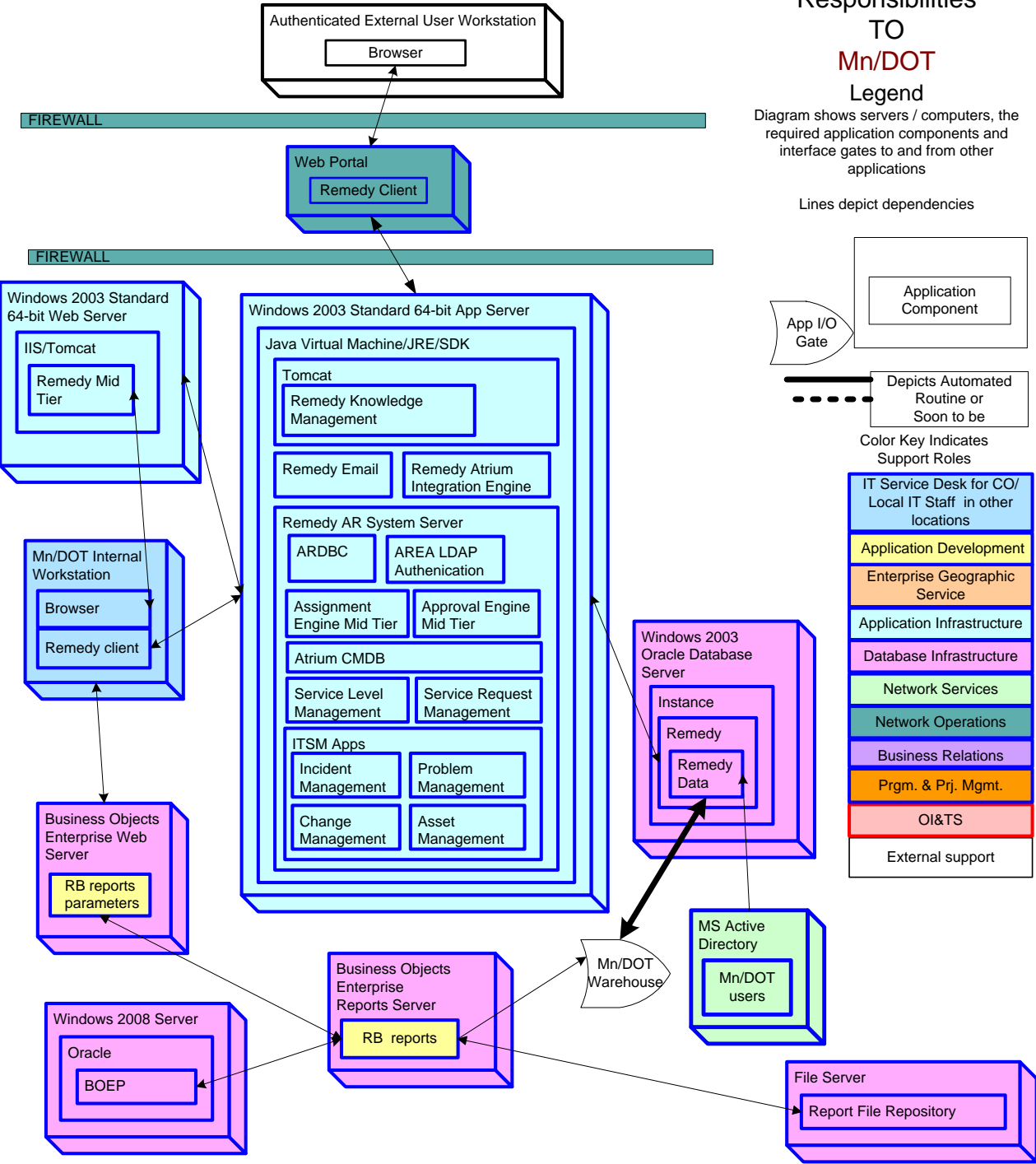
Remedy  
Application - Production Deployment Diagram  
01 12 2011

OI&TS Support  
Responsibilities  
TO  
Mn/DOT

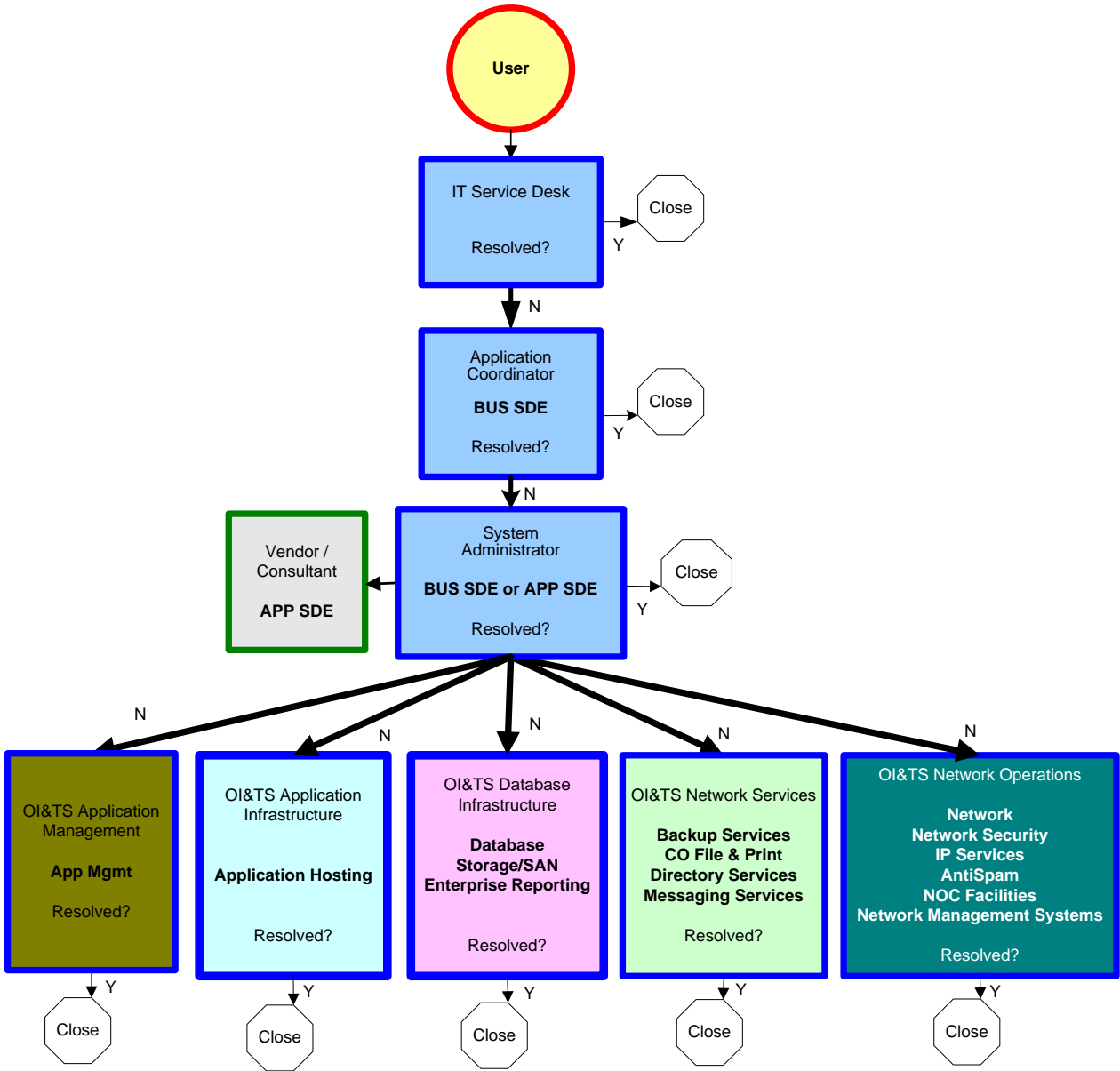
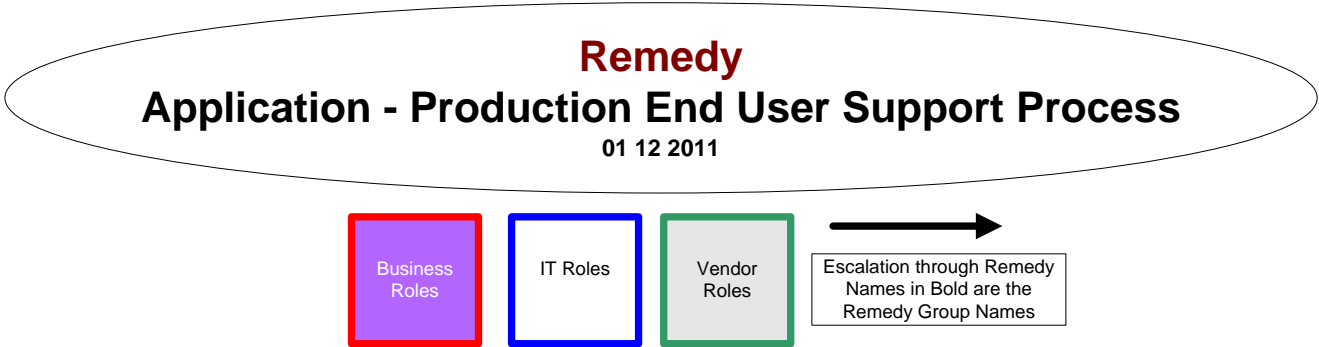
Legend

Diagram shows servers / computers, the required application components and interface gates to and from other applications

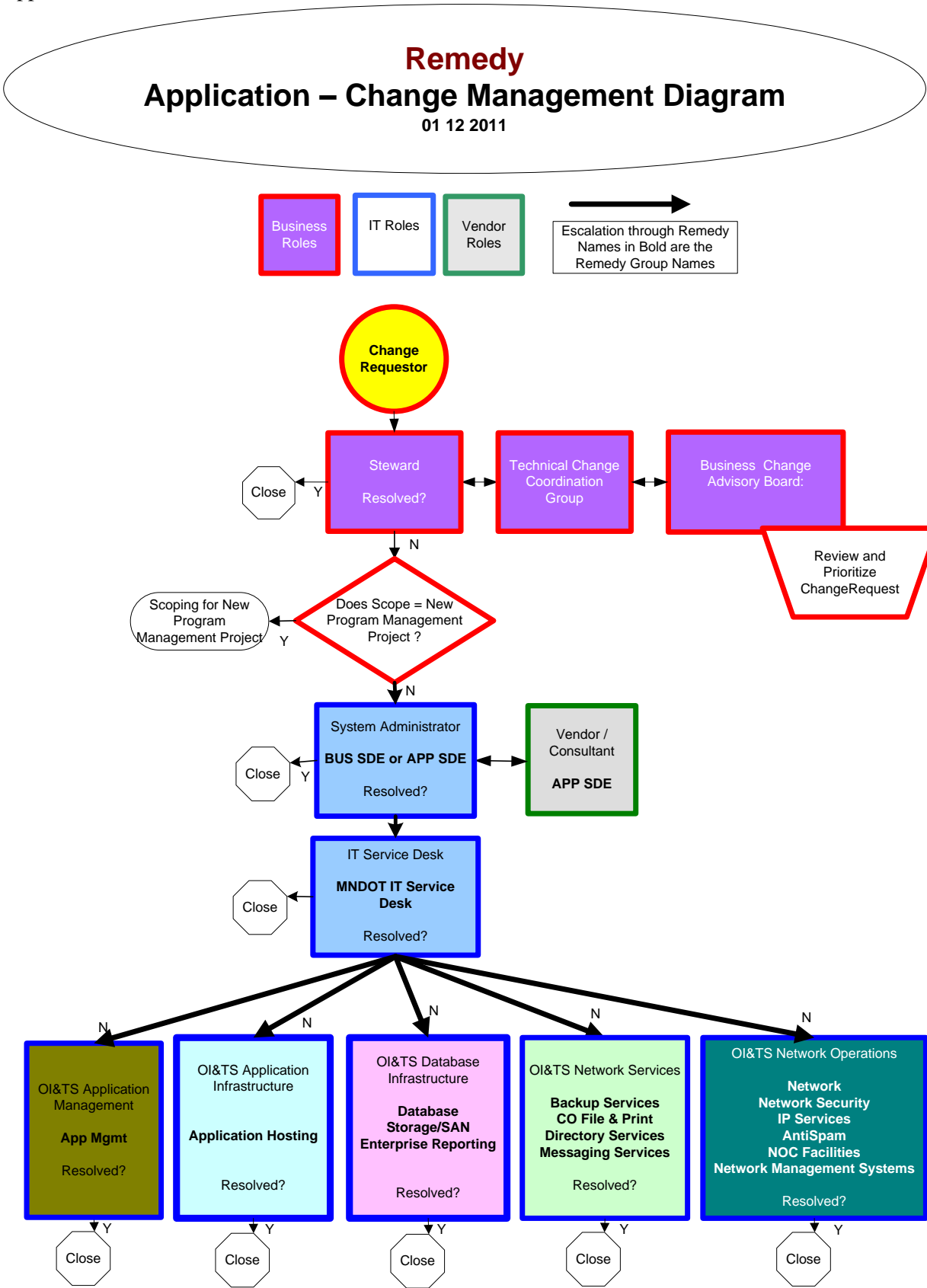
Lines depict dependencies



Appendix B



Appendix C



**STATE OF MINNESOTA  
VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM**

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- ☐ (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- ☐ (2) Veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

You must submit this form and the documentation required above with your response in order to be considered for this preference.



**CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM**

**Purpose of this Checklist.** This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to Mn/DOT, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

**Definition of “Proposer”.** As used herein, the word “Proposer” includes both the prime contractor and all proposed subcontractors.

**Checklist is Not Exclusive.** Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

**Use of the Disclosure Form.** A proposer must complete the attached disclosure form and submit it with their Proposal (or separately as directed by Mn/DOT for projects not awarded through a competitive solicitation). If a proposer determines a potential conflict of interest exists, it must disclose the potential conflict to Mn/DOT; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. Mn/DOT Contract Management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. Mn/DOT Contract Management personnel may consult with Mn/DOT’s Project Manager and Department of Administration personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.

**Material Representation.** The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. Mn/DOT reserves the right to cancel or amend the resulting contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

**Approach to Reviewing Potential Conflicts.** Mn/DOT recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. Mn/DOT will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not Mn/DOT’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to Mn/DOT. Mn/DOT would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, Mn/DOT must follow statutory guidance on Organizational Conflicts of Interest.

**Statutory Guidance.** Minnesota Statutes §16C.02, subd. 10 (a) places limits on state agencies ability to contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “Vendor” includes “Proposer” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

**Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering.** The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

**An organizational conflict of interest may exist in any of the following cases:**

- ☐ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the

value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.

- ☐ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a Mn/DOT project if a local government has also retained the proposer for the purpose of persuading Mn/DOT to stop or alter the project plans.
- ☐ The Contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- ☐ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ☐ The proposer has a business arrangement with a current Mn/DOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former Mn/DOT employees, or their immediate family members. **Comment:** this provision is not intended to supersede any Mn/DOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ☐ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ☐ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ☐ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST**

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

☐ Determined that no potential organizational conflict of interest exists.

☐ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict

Describe measures proposed to mitigate the potential conflict

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Mn/DOT contract personnel.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

STATE OF MINNESOTA  
AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the \_\_\_\_\_ Statement of Work has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responders' Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_  
(day) (Month Year)

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

## SAMPLE WORK ORDER LANGUAGE

STATE OF MINNESOTA  
IT Professional Services Master Contract Work Order

This work order is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and [fill in name of contractor, be sure to indicate if corporation, partnership, limited liability company, sole proprietor, etc] ("Contractor"). This Work Order is issued under the authority of Master Contract T-Number 502TS, CFMS Number [fill in CFMS number from the contractor's master contract], and is subject to all provisions of the Master Contract which is incorporated by reference.

## Recitals

1. Under Minn. Stat. § 15.061 [Insert additional statutory authorization if necessary] the State is authorized to engage such assistance as deemed necessary.
2. The State is in need of [Add brief narrative of the purpose of the contract].
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this work order to the satisfaction of the State.

## Work Order

## 1 Term of Work Order; Incorporation of Exhibits; Survival of Terms

- 1.1 **Effective date.** This Work Order will take effect on the date the State obtains all required signatures as required by Minn. Stat. § 16C.05, subd. 2.  
*The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.*
- 1.2 **Expiration date.** This Work Order will expire on [fill in date], or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits.** Exhibits [fill in, e.g. A – D] are attached and incorporated into this Work Order.
- 1.4 **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Work Order.

## 2 Contractor's Duties

The Contractor, who is not a state employee, will:

[Provide a detailed scope of services. The services must define specific duties, deliverables, and deliverable completion dates. Do not simply attach the same scope that was used in the "Statement of Work" (RFP) as a greater level of detail is needed in this work order. If using a separate attachment, use "Perform the duties specified in Exhibit A, "Scope of Services".]

## 3 Consideration and Payment

## 3.1 Consideration

The State will pay for all services performed by the Contractor under this work order as follows:

3.1.1 *Compensation.* The Contractor will be paid as follows:

[Provide a detailed explanation of how the Contractor will be paid, for example a fixed hourly rate, or a lump sum per deliverable, some examples may be:  
an Hourly Rate of \$\_\_\_\_\_ up to maximum of \_\_\_\_\_ hours, but not to exceed \$\_\_\_\_\_.

a Lump Sum of \$\_\_\_\_\_.]

[Rate: rates paid may not exceed the Contractor's rates specified in their Master Contract.]

3.1.2 *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by Contractor, as a result of this Work Order, will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Minnesota Department of Transportation Travel Regulations. Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received State's prior written

approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. See Exhibit \_\_\_\_ for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

- 3.1.3 *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order will not exceed \$ [fill in].

### 3.2 Payment

- 3.2.1 *Invoices.* State will promptly pay Contractor after Contractor presents an itemized invoice for the services actually performed and State's Authorized Representative accepts the invoiced services. Invoices must be submitted in the format prescribed in Exhibit \_\_\_\_ and according to the following schedule:

[INDICATE WHEN YOU WANT THE CONTRACTOR TO SUBMIT INVOICES, FOR EXAMPLE: "MONTHLY" OR "UPON COMPLETION OF SERVICES," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

- 3.2.1.1 Each invoice must contain the following information: Mn/DOT Contract Number, Mn/DOT Contract invoice number (sequentially numbered), billing address if different from business address, and Contractor's original signature attesting that the invoiced service and costs are new and that no previous charge for those services or goods has been included in any prior invoice.
- 3.2.1.2 Direct nonsalary costs allocable to the work under this Work Order must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of Contractor. Supporting documentation must be provided in a manner that corresponds to each direct cost.
- 3.2.1.3 The original of each invoice must be sent to State's Authorized Representative for review and payment. A copy of the invoice will be sent to State's Project Manager for review.
- 3.2.1.4 Contractor must provide, upon request of State's Authorized Representative, the following supporting documentation:
- 3.2.1.5 Direct salary costs of employees' time directly chargeable for the services performed under this Work Order. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and
- 3.2.1.6 Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.
- 3.2.1.7 If Contractor is authorized by State to use or uses any subcontractors, Contractor must include all the above supporting documentation in any subcontractor's contract, and Contractor must make timely payments to its subcontractors. Contractor must require subcontractors' invoices to follow the same form and contain the same information as set forth above.
- 3.2.2 *Retainage.* Under Minnesota Statutes § 16C.08, subdivision 5(b), no more than 90% of the amount due under this Contract may be paid until State's agency head has reviewed the final product of this Contract. The balance due will be paid when State's agency head determines that Contractor has satisfactorily fulfilled all the terms of this Contract.
- 3.2.3 *Federal Funds.* If federal funds are used, Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with these federal requirements.

- 3.2.4 *Progress Reports.* Contractor will submit progress reports in a format and timeline designated by the State's Project Manager.

**4 Liability**

[Note: the following clause is the "standard" liability clause, an alternative liability clause may have been agreed to as part of the Statement of Work, in which case the liability clause offered by a vendor should have been part of the selection criteria. The contract must include a liability clause, either the standard clause or an approved alternate. Contact Contract Management if you have questions about whether to use the standard clause or an alternative]

The Contractor must indemnify, save and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Work Order by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this Work Order.

**5 Foreign Outsourcing**

The Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this work order contract by reference.

**6 Authorized Representatives**

**6.1 State's Authorized Representative.** State's Authorized Representative will be:

NAME, TITLE  
ADDRESS  
TELEPHONE NUMBER  
FAX NUMBER  
E-MAIL ADDRESS

State's Authorized Representative or his /her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this Work Order.

**6.2 State's Project Manager.** State's Project Manager will be:

NAME, TITLE  
ADDRESS  
TELEPHONE NUMBER  
FAX NUMBER  
E-MAIL ADDRESS

State's Project Manager, or his/her successor, has the responsibility to monitor Contractor's performance and progress.

State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each Invoice submitted for payment.

**6.3 Contractor's Authorized Representative.** Contractor's Authorized Representative will be:

NAME, TITLE  
ADDRESS  
TELEPHONE NUMBER  
FAX NUMBER  
E-MAIL ADDRESS

If Contractor's Authorized Representative changes at any time during this contract, Contractor must immediately notify State.

**6.4 Contractor's Key Personnel.** Contractor's Key Personnel will be:

(names, titles)

Key Personnel assigned to this project cannot be changed without the written approval of the State's Project Manager. Contractor will submit a change request in writing to the State's Project Manager along with a resume for each potential candidate. Potential new or additional personnel may be required to participate in an interview. Upon approval of new or additional personnel, the State's Authorized Representative may issue a change order to add or delete key personnel.

**7 Time**

The Contractor must comply with all the time requirements described in this Work Order. In the performance of this Work Order, time is of the essence.

**8 Employee Status**

Pursuant to the Governor's Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, Contractor certifies that it and its subcontractors:

- 8.2** Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of United States immigrations laws; and
- 8.3** By the date of the performance of services under this contract, Contractor and all its subcontractors have implemented or are in the process of implementing the E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

Contractor must obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications must be maintained by Contractor and made available to the state upon request. If Contractor or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the E-Verify program for all newly hired employees performing work under the contract, the state reserves the right to determine what action it may take including but not limited to, canceling the contract and suspending or debarring the contractor from state purchasing.

**9 Additional Provisions**

[Use this space to add information not covered elsewhere in this Work Order. If not needed, delete this section or state "None". The following should be used in any Work Order that includes web design:

The Contractor will comply with the "Minnesota Office of Enterprise Technology: Web Design Guidelines" available at the URL: <http://www.state.mn.us/portal/mn/jsp/content.do?programid=536911233&id=-536891917&agency=OETweb>.

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